

TTM and Beta Testing Agreement



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TTM AND BETA TESTING AGREEMENT

1. Driver Testing Consent Agreement

This Driver Testing Consent Agreement (“Agreement”) is entered into by and between **Total Transport Management Inc. or its subsidiary alliances** (“Company” or “TTM Inc.”) and the individual participant (“Driver”).

Recitals

WHEREAS, TTM Inc. is developing the TTM Konnect Electronic Logging Device (ELD) mobile application and associated hardware for compliance and performance assessment;

WHEREAS, the Driver voluntarily elects to participate in the testing program;

NOW, THEREFORE, both parties agree as follows:

1.1 Purpose

The Driver acknowledges and agrees:

- The TTM Konnect system is in a **pre-certification, non-commercial development stage**.
 - Testing is conducted **solely for engineering, performance, reliability, and regulatory logic development**.
 - Neither the Application nor Hardware is approved or certified by FMCSA or any regulatory body.
 - Logs and data generated **must not** be used for any official compliance, inspection, or enforcement purpose.
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1.2 Definitions

- **“Driver Data”** means operational data collected through the use of the Application and Hardware.
 - **“Personal Data”** means identifying information as defined under applicable data protection laws.
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1.3 Driver Representations & Responsibilities

The Driver agrees to:

- Use TTM Konnect **only within the testing program**.
 - Continue using a **certified ELD** for all legal Hours-of-Service (HOS) requirements.
 - Not present, display, submit, or reference TTM Konnect logs to regulators or enforcement officers.
 - Report all usage issues, discrepancies, or safety concerns to TTM Inc.
 - Provide accurate and complete information necessary for testing and evaluation.
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1.4 Company Responsibilities

TTM Inc. shall:

- Apply reasonable safeguards for protection of Driver Data.
 - Use collected data **solely for** testing, compliance logic review, engineering analysis, and product improvement.
 - Provide technical support, documentation, installation instructions, and troubleshooting guidance.
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1.5 Specific Data Collection & Usage Consent

Driver explicitly consents to the secure collection and processing of:

- GPS coordinates and timestamped geolocation
- Vehicle motion, odometer readings, and engine hours
- Diagnostic and malfunction indicators
- Duty status events and transitions
- Application performance logs and crash data

Excluded:

No biometric, financial, or irrelevant personal data will be collected.

1.6 Waiver & Limitation of Liability

The Driver acknowledges:

- Driver is **solely responsible** for legal HOS compliance and any violations.
 - TTM Inc. disclaims liability for hardware malfunction, data loss, incorrect logging, connectivity failures, or system errors.
 - Driver shall indemnify TTM Inc. against third-party claims arising from misuse of Application data.
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1.7 Effective Date, Duration & Termination

- Agreement is effective upon Driver's signature.
 - Either party may terminate participation with written notice.
 - TTM Inc. may immediately terminate participation in cases of breach, misuse, or completion of the testing program.
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1.8 Governing Law

This Agreement shall be governed by the jurisdiction specified in **Schedule A**.

2. Driver Non-Disclosure Agreement (NDA)

2.1 Confidential Information Definition

Includes, without limitation:

- Application UI, UX, workflows
 - Screenshots, videos, logs, debug output
 - Hardware/firmware specifications
 - Technical documents, architecture, protocols
 - Business plans, roadmaps, internal correspondence
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2.2 Driver Obligations

Driver shall:

- Not disclose or publish confidential information.
 - Not copy, store, screenshot, record, or reproduce any confidential material.
 - Not reverse engineer or derive code.
 - Return or permanently destroy all confidential data upon request.
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2.3 Duration

Confidentiality obligations last **five (5) years** after test completion.
Trade secrets are protected **indefinitely**.

2.4 Remedies

TTM Inc. may seek injunctive relief, damages, and attorneys' fees for breach.

3. Beta Testing Agreement

3.1 Acknowledgment of Beta Status

Driver acknowledges:

- The Beta Application and Hardware may contain defects, errors, or incomplete features.
 - Data may be incomplete, delayed, or inaccurate.
 - Logs may be lost or overwritten without notice.
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3.2 Tester Duties

Driver agrees to:

- Report all issues promptly.
 - Not use Beta logs for regulatory or commercial purposes.
 - Immediately discontinue use if operation becomes unsafe.
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3.3 Company Rights

TTM Inc. may:

- Modify, suspend, or terminate Beta access.
 - Deploy updates, patches, or configuration changes.
 - Collect anonymized performance metrics.
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3.4 Warranty Disclaimer

ALL SOFTWARE AND HARDWARE ARE PROVIDED “AS IS” AND “WITH ALL FAULTS.”
No warranties, express or implied, including merchantability or fitness for purpose.

3.5 Limitation of Liability

TTM Inc. is not liable for:

- Data loss
 - Enforcement actions
 - Commercial disruptions
 - Incorrect logs
 - Third-party claims
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4. Regulatory & Pre-Testing Compliance Checklist

Driver Must Provide:

- Driver’s license
- Contact and emergency contact details
- Vehicle VIN, registration, truck or fleet number

Driver Must Acknowledge:

- TTM Konnect is **not FMCSA-certified**.

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- Certified ELD is required for lawful HOS logging.
- TTM logs are for testing only.

Company Must Provide:

- Installation guide & user manual
 - Support contact
 - Bug reporting procedure
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5. In-App Legal Disclaimer

WARNING:

TTM Konnect is in **Test Mode** and **NOT FMCSA-certified**.

Data generated may be inaccurate or incomplete and must NOT be used:

- For DOT inspections
- For regulatory compliance
- As a replacement for certified ELD logs

Driver remains solely responsible for legal obligations.

6. Privacy & Data Collection Policy

6.1 Data Collected

- GPS, speed, odometer, engine data
- Diagnostic/malfunction events
- Crash logs, application errors

6.2 Data Not Collected

- Contacts, messages, photos, financial data
- Audio, video, biometric data

6.3 Purpose

Data collected is used for:

- Performance evaluation
- Quality assurance
- Regulatory logic development

6.4 Data Sharing

TTM Inc. does **not** share testing data with FMCSA, data brokers, or unrelated third-parties.

Confidential — Testing Use Only | Version 1.0

7. Fleet Testing Agreement

7.1 Purpose & Scope

Fleet and Company mutually agree to participate in pilot testing using selected vehicles.

7.2 Fleet Responsibilities

Fleet shall:

- Ensure all participating drivers sign required agreements.
 - Maintain certified ELDs for regulatory compliance.
 - Provide scheduled vehicles for testing.
 - Report incidents, issues, or operational risks promptly.
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7.3 Company Responsibilities

TTM Inc. shall:

- Provide hardware, software, and documentation.
 - Maintain confidentiality of fleet operational data.
 - Provide engineering support for installation and diagnostics.
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7.4 Duration & Termination

Either party may terminate with written notice.
All confidentiality and legal obligations remain enforceable post-termination.

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7.5 Liability

Fleet retains all responsibility for operational compliance.
Company liability is limited as previously set forth.

Driver Signature:.....

Contact No:.....

Authorized Signature on behalf of TTM

Date:.....